Annexure II

GOVTERNMENT OF KARANATAKA

K/G-2

Executive Engineer Office,
Chickpet Division,
No.194, T Mariyappa road, Opp to lalbagh south Gate, Siddapura Circle, Bengaluru-560011

Telephones: 9480688281 Fax:

TENDERSFOR

THE SUPPLY OF Installation and Providing Services For INDIRA CANTEEN Kitchen at South Zone.

GOODS / EQUIPMENT

TENDERREFERENCE	: EE/CKP/E-PROC/05/2024-25
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	: 11.11.2024
LAST DATE AND TIME FOR RECEIPT OF TENDERS	: 19.11.2024 Time 4.00 PM
TIME AND DATE OF OPENING OF TENDERS	: 20.11.2024 Time 4.30 PM
PLACE OF OPENING OF TENDERS	: Executive Engineer Office, Chickpet Division, No.194, T Mariyappa road, Opp to lalbagh south Gate, Siddapura Circle, Bengaluru-560011
ADDRESS FOR COMMUNICATION	: Same as above

* *Shouldbethesameasforthedeadlineforreceiptoftendersorpromptlythereafter*

$_{l}K_{ak}$/ Goods/Equipment/Opentender/>Rs.10

TENDERS FOR

THE SUPPLY OF Installation and Providing Services For INDIRA CANTEEN Kitchen at South Zone

Tender Notification NO.EE/CKP/E-PROC/05/2024-25

Office of the Executive Engineer, Chickpet Division
No.194, T Mariyappa road,
Opp to lalbagh south Gate,
Siddapura Circle,
Bangalore–560011
Dated :11-11-2024 Ph: 08026570088

INVITATION FOR SHORT TERM TENDER

(Only through E-Procurement)

1. The Executive Engineer (Chickpete Division), BBMP, Bangalore invites tenders from eligible service providers, for the supply/repairs of goods detailed in the table below. The tenderers may submit tenders for goods/repairs given in the table through e-procurement portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in). The Tenderers are advised to go through the Standard Tender Document in detail.

2. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on 19-11-2024 and the opening of tenders will be as per the e-procurement portal guidelines.

TABLE

Sl. No	Name of The Service	Quantity	Remarks
1	New steam boiler (100 CAPACITY steam boiler LPG operated)	2	New
2	Wet grinder (TILTING 25 LTR CAPACITY stone)	2	New
3	Wet grinder (Instant 25 LTR CAPACITY)	1	New
4	Exhaust system motors(5hp&2hp)	3	SERVICE
5	Steam line repair	60 mtrs	SERVICE
6	Gas pipe line (LPG) (including gas bank (10 nos flexible pipe, 10nos nc wall)	60 mtrs	SERVICE
7	Air curtion (4 feet long)	2	SERVICE
8	pulvariser (masala powder 3 hp 3 phase)	1	New
9	STOCK POT BURNER (30''*30''*12'') (4 ring Gilebi pattern)	1	New
10	RISE COOKING STEAM VESSEL(500 KG CAPACITY) Gear tilting model	2	SERVICE
11	SAMBAR COOKING STEAM VESSEL(350 LTR CAPACITY)Gear tilting model	2	SERVICE
12	Insect killer	2	New
13	Idli steamer with stand (480 idli capacity)	3	SERVICE
14	Weighing scale with SS top 100 kg capacity	2	New
15	Pressure pump	1	New

Calendar of events:

- **Last Date for uploading the Filled Tender Document is 19-11-2024 upto 16.00.**
- **Date of opening of Tenders is on 20-11-2024 by 16.30**

TERMS & CONDITIONS:

1. Tender documents may be downloaded from Government of Karnataka e-Procurement website http://kppp.karnataka.gov.in / under login for contractors
2. Contractor can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website http://kppp.karnataka.gov.in /after submitting the tender processing fee in the form of e-payment.
3. Bidder should obey the conditions as per KW Documents.
4. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered.(also all scanned copies should be visible and should have clarity).if the documents is necessary should produce all the original documents for Verification.
5. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
6. The Bruhat Bangalore Mahanagara Palike, Bangalore reserves the right to accept / reject any or all tenders without assigning any reasons
7. Corrigendum's / modifications / corrections, if any, will be published in the website only.
8. Further details of work can be obtained in the office of the Executive Engineer, Chickpete Division, No.194, T Mariyappa road, Opp to lalbagh south Gate, Siddapura Circle, Bangalore-560011 Office No-+91-080-26570088, on all working days between 3:30 pm and 5:30 pm
9. GOK e-Procurement portal http://kppp.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080 — 22485867

Sd/-
Executive Engineer
Chickpete Division, BBMP

Copy to:-

1. The Hon'ble Administrator's Personnel Section for kind information
2. The Chief Commissioner's Personnel Section for kind information
3. The Special Commissioner (Projects) Personnel Section for kind information.
4. The Special Commissioner (Finance) Personnel Section for kind information.
5. The Zonal Commissioner for Kind Information
6. The Engineer-In-Chief for kind information
7. The Joint Commissioner (South) for kind information
8. The Chief Engineer (South) for kind information.

9. The Superintending Engineer (South) for kind information.
10. The Chief Auditor / Chief Account officer for kind information
11. D.C.F (South) for information
12. Public Relations Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based News papers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
13. All Executive Engineer's, BBMP for information
14. Account Superintendent / Cashier of division office for Necessary Action
15. IT Advisor with Soft copy for needful action to place in the BBMP website
16. Assistant Executive Engineer, Dharmarayaswamy temple / V V Puram Sub Division for information
17. Notice Board / Office Copy

Executive Engineer
Chickpete Division, BBMP
Bangalore-11.

SECTIONII: INSTRUCTIONS TO TENDERERS

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SECTIONII: INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

Tenderers should not be associated,or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

2. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and.....,[1] here in after refer redtoas" the Purchaser",will in no case be responsible or liable for these costs, regard less of the conduct or outcome of the tender process.

B. The Tender Documents

3. Contents of Tender Documents

The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

(a) Instruction to Tenderers (ITT);
(b) General Conditions of Contract (GCC);
(c) Special Conditions of Contract (SCC);
(d) Schedule of Requirements;
(e) Technical Specifications;
(f) Tender Form and Price Schedules;
(g) Earnest Money Deposit Form;
(h) Contract Form;
(i) Performance Security Form;
(j) Performance Statement Form;
(k) Manufacturer’s Authorization Form; and
(l) Equipment and Quality Control Form

The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer’s risk and may resulting rejection of its tender.

4. Clarification of Tender Documents

A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives no later than15days prior to the deadline for submission of tenders prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.

5. Amendment of Tender Documents

[1] Givethedesignationofthe Purchaser.

At any time prior to the deadline for submission oftenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

All prospective tenderers who have received the tender documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

C. Preparation of Tenders

6. Language of Tender

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

7. Documents Constituting the Tender

Thetender prepared by the Tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and10;

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

(d) Earnest money deposit furnished in accordance with ITT Clause 13.

8. Tender Form

The Tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

9. Tender Prices

The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract. To this end, the tenderers are allowed the option to submit the tenders for anyone or more schedules specified in the‘ Schedule of Requirements’ and to offer discounts for combined schedules. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award

Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-

warehouse, or off-the-shelf, as applicable),including all duties and sales and other taxes already paid or payable

a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

b. on the previously imported goods of foreign origin quotedex-showroom, ex-warehouse or off-the- shelf.

c. Contractors are requested to Quote the price with GST.

d. Tenderers uploading UDYAM /MSE certificate for 15% price rebate will not be considered.

(ii) anyIndianduties,salesandothertaxeswhichwillbepayableonthegoodsifthisContractisawarded;

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) thepriceofotherincidentalserviceslistedinClause4oftheSpecialConditionsofContract.

TheTenderer'sseparationofthepricecomponentsinaccordancewithITTClause9.2abovewillbesolelyfor the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on anyof the terms offered.

PricesquotedbytheTendershallbefixedduringtheTenderer'sperformanceoftheContractandnotsubject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

Prices shall be quoted inIndian Rupees:

11. Documents Establishing Tenderer's Eligibility and Qualifications

Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer'seligibilitytotenderanditsqualificationstoperformtheContractifitstenderisaccepted

ThedocumentaryevidenceoftheTenderer'squalificationstoperformtheContractifitstenderisaccepted,shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized (as per authorization formin SectionXIII) bythegoods'Manufacturerorproducertosupplythegoodsin India. (TheitemoritemsforwhichManufacturer'sAuthorizationisrequiredshouldbespecified)

[Note:Supplies for any particular item in each schedule of the tender should be from one manufacturer only.Tenders from agents offering supplies from different manufacturer's for the same item of the schedule in the tender will be treated as non-responsive.]

(b) thattheTendererhasthefinancial,technical,andproductioncapabilitynecessarytoperformtheContract andmeetsthecriteriaoutlinedintheQualificationrequirementsspecifiedinSectionVII.Tothisend,all tenders submitted shall include the following information:

(i) The legal status, place of registration and principal place of business of the company or firm or partnership,etc.;

(ii) Details of experience and pastperformanceofthetendereronequipmentofferedandonthoseof similar nature within the past three/five years[2] and details of current contracts in hand and other commitments(suggestedproformagivenin SectionXII);

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[2]Chooseeitherthreeorfivedepending onthegoods/equipmentto beprocuredandthevalueof procurement.

12. DocumentsEstablishingGoods'EligibilityandConformitytoTenderDocuments

PursuanttoITBClause7,theTenderershallfurnish,aspartofitstender,documentsestablishingt heeligibility andconformitytothetenderdocumentsofallgoodsandserviceswhichthetendererproposes tosupplyunder thecontract..

Thedocumentaryevidenceofconformityofthegoodsandservicestothetenderdocumentsmaybe intheform of literature, drawings and data, and shall consist of :

(a) adetaileddescriptionoftheessentialtechnicalandperformancecharacteristicsofthegood s;

(b) a list giving full particulars, including available sources and current prices, of spare parts,specialtools, etc.,necessaryforthepropperandcontinuingfunctioningofthegoodsforaperiodoftwoy ears,following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstratingsubstantial responsivenessofthegoodsandservicestothosespecificationsorastatementofdeviation sandexceptions to the provisions of the Technical Specifications.

ForpurposesofthecommentarytobefurnishedpursuanttoITTClause12.2(c)above,theTendere rshallnote thatstandardsforworkmanship,materialandequipment,andreferencestobrandnamesorc ataloguenumbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalencetothosedesignatedintheTechnicalSpecifications.

13. Earnest Money Deposit

PursuanttoITTClause7,theTenderershallfurnish,aspartofitstender,earnestmoneydepositint heamount as specified in Section-V - Schedule of Requirements.

The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which wouldwarrantthesecurity'sforfeiture,pursuanttoITBClause13.7.

TheearnestmoneydepositshallbedenominatedinIndianRupeesandshall:

(a) at the tenderer’s option, be in the formof either a certified check, pay order, letter of credit, a demand draft, or a bank guarantee from a Nationalized/Scheduled Bank located in India or specified small savingsinstruments;

(b) the bank guarantee be substantially in accordance with the form of earnest money deposit included in SectionVIIIorotherformapprovedbythePurchaserpriortotendersubmission;

(c) be payable promptly upon writtendemand by the Purchaser in case any of the conditions listed in ITT Clause 13.7 are invoked;

(d) besubmittedinitsoriginalform;copieswillnotbeaccepted;and

(e) remainvalidforaperiodof45days**beyond**theoriginalvalidityperiodoftenders,orbey ondanyperiod of extension subsequentlyrequested under ITT Clause 14.2.

AnytendernotsecuredinaccordancewithITTClauses13.1and13.3abovewillberejectedbytheP urchaser as non-responsive, pursuant toITT Clause 22.

UnsuccessfulTenderer'searnestmoneydepositwillbedischarged/ returnedaspromptlyaspossiblebutnotlater than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause14.

The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuanttoITTClause30,andfurnishingtheperformancesecurity,pursuanttoITBClause3 1.

Thetendersecuritymaybeforfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on theTenderForm;or(ii)doesnotacceptthecorrectionoferrorspursuanttoITTClause22.2;or

(b) incaseofasuccessfulTenderer,iftheTendererfails:
(i) tosigntheContractinaccordancewithITTClause30;or
(ii) tofurnishperformancesecurityinaccordancewithITTClause31.

14. PeriodofValidityofTenders

Tendersshallremainvalidfor90daysafterthedeadlineforsubmissionoftendersprescribedbythePurchaser, pursuant to ITB Clause 17.A tender valid for a shorter period shall be rejected by the Purchaser as non- responsive.

Inexceptionalcircumstances,thePurchasermaysolicittheTenderer'sconsenttoanextensionofthe periodof validity.The request and the responses thereto shall be made in writing (or by cable or telex or fax).The earnestmoneydepositprovidedunderITTClause13shallalsobesuitablyextended.ATenderermayrefuse therequestwithoutforfeitingitsearnestmoneydeposit.ATenderergrantingtherequestwill notberequired nor permitted to modify its tender.

15. FormatandSigningofTender

The Tenderer shall prepare two copies of the tender, clearly marking each "Original Tender" and "Copy Tender",asappropriate.Intheeventofanydiscrepancybetweenthem,theoriginalshallgovern.

The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamendedprintedliterature,shallbeinitialedbythepersonorpersonssigningthetender.

Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the tender.

TheTendershallfurnishinformationasdescribedintheFormofTenderoncommissionsorgratuities,ifany, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

D. SubmissionofTenders

16. SealingandMarkingofTenders

TheTendererssshallsealtheoriginalandeachcopyofthetenderinseparateinnerenvelopes,duly markingthe envelopesas"original"and"copy".Heshallthenplacealltheinnerenvelopesinanouterenvelope.

Theinnerandouterenvelopesshall:

(a) beaddressedtothePurchaseratthefollowingaddress:

(b) beartheProjectName,theInvitationforTenders(IFT)titleandnumber,andastatemen

t"Donotopen before —— hours on ——."

Theinnerenvelopesshallalsoindicatethenameandaddressofthe Tenderertoenablethetenderto bereturned unopened in case it is declared "late".

If the outer envelope is not sealed and marked asrequiredbyITTClause16.2,thePurchaserwillassumeno responsibilityforthetender’smisplacementorprematureopening.

Telex,cableorfacsimiletenderswillberejected.

17. Deadline forSubmissionofTenders

TendersmustbereceivedbythePurchaserattheaddressspecifiedunderITTClause16.2(a)nolat erthanthe time and date specified in the Invitation for Tenders (Section I). In the event of the specified date for the submission of Tenders being declared a holiday for the Purchaser, the Tenders will be received upto the appointed time on the next working day.

The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasexte nded.

18. LateTenders

AnytenderreceivedbythePurchaserafterthedeadlineforsubmissionoftendersprescribedbyth ePurchaser, pursuanttoITTClause17,willberejectedand/orreturnedunopenedtotheTenderer.

19. ModificationandWithdrawalofTenders

TheTenderermaymodifyorwithdrawitstenderafterthetender'ssubmission,providedthatwritt ennoticeof themodificationorwithdrawalisreceivedbythePurchaserpriortothedeadlineprescribedf orsubmissionof tenders.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordancewiththeprovisionsofITTClause16.Awithdrawalnoticemayalsobesentbytelex orcableorfax butfollowedbyasignedconfirmationcopy,postmarkednotlaterthanthedeadlineforsubmis sionoftenders.

Notendermaybemodifiedsubsequenttothedeadlineforsubmissionoftenders.

Notendermaybewithdrawnintheintervalbetweenthedeadlineforsubmissionoftendersandthe expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during thisintervalmayresultintheTenderer'sforfeitureofitsearnestmoneydeposit,pursuanttoIT TClause13.7.

E. TenderOpeningandEvaluationofTenders

20. OpeningofTendersbythePurchaser

ThePurchaserwillopenalltenders,inthepresenceofTenderers’representativeswhochoosetoat tend,at—— hours on —— and in the following location:

TheTenderers'representativeswhoarepresentshallsignaregisterevidencingtheirattend ance.Intheeventof thespecifieddateofTenderopeningbeingdeclaredaholidayforthePurchaser,thetenderss

hallbeopenedat the appointed time and location on the next working day.

The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.No tender shall be rejected at tender opening, except for late tenders,whichshallbereturnedunopenedtotheTendererpursuanttoITTClause18.

Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender openingshallnotbeconsideredfurtherforevaluation,irrespectiveofthecircumstances.

ThePurchaserwillprepareminutesofthetender opening.

21. ClarificationofTenders

During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender.Therequestforclarificationandtheresponseshallbeinwritingandnochangeinprice sorsubstanceof the tender shall be sought, offered or permitted.

22. PreliminaryExamination

The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from Agents, without proper authorizationfromthemanufacturerasperSectionXIII,shallbetreatedasnon-responsive.

WheretheTendererhasquotedformorethanoneschedule,ifthetendersecurityfurnishedi sinadequateforall theschedules,thePurchasershalltakethepricetenderintoaccountonlytotheextentthetend erissecured.For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tendersecuritytobefurnishedfortheschedule includedinthetender(offer)intheserialorder oftheSchedule of Requirements of the Tender document.

Arithmeticalerrorswillberectifiedonthefollowingbasis.Ifthereisadiscrepancybetweenth eunitpriceand thetotalpricethatisobtainedbymultiplyingtheunitpriceandquantity,theunitpriceshallpre vailandthetotal priceshallbecorrected.Ifthereisadiscrepancybetweenwordsandfigures,thelowestofthet wowillprevail. Ifthesupplierdoesnotacceptthecorrectionoferrors,itstenderwillberejectedanditstender securitymaybe forfeited.

The Purchaser may waive any minor informality or non-conformityorirregularityinatenderwhichdoesnot constituteamaterialdeviation,providedsuchawaiverdoesnotprejudiceoraffecttherelativ erankingofany Tenderer.

Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsivenessofeachtendertothetenderdocuments.ForpurposesoftheseClauses,asubsta ntiallyresponsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6).Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitationofliability(GCCClause28),Applicablelaw(GCCClause30),andTaxes&Duties(G CCClause 32)willbedeemedtobeamaterialdeviation.ThePurchaser'sdeterminationofatender'sresp onsivenessisto bebasedonthecontentsofthetenderitselfwithoutrecoursetoextrinsicevidence.

If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be maderesponsivebytheTenderer by correction of thenon-conformity.

23. Evaluation and Comparison of Tenders

The Purchaser will evaluate and compare the tenders which have been determined

to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately.No tender will be considered if the completerequirementscoveredintheschedule isnotincludedinthetender.However,asstatedinITTClause 9,Tenderersareallowedtheoptiontotenderforanyoneormoreschedulesandtoofferdiscounts forcombined schedules.These discounts will be taken into account in the evaluation of the tenders so as to determine the tenderorcombinationoftendersofferingthelowestevaluatedcostforthePurchaserindecidingaward(s)for eachschedule.

ThePurchaser'sevaluationofatenderwillexcludeandnottakeintoaccount:

(a) any allowance for price adjustment during the period of execution of the Contract, if provided in the tender.

The Purchaser's evaluation of a tender will takeintoaccount,inadditiontothetenderprice(Ex- factory/ex-warehouse/off-the-shelfpriceofthegoodsofferedfromwithinIndia,suchpricetoincludeallcosts aswellasdutiesandtaxespaidorpayableoncomponentsandrawmaterialincorporatedorto beincorporated inthegoods,andExcisedutyonthefinishedgoods,ifpayable)andpriceofincidentalservices, thefollowing factors,inthemannerandtotheextentindicatedinITTClause23.4andintheTechnicalSpecifications:

(a) costofinlandtransportation,insuranceandothercostswithinIndiaincidental tothedelivery ofthe goods to their final destination;

(b) deliveryscheduleofferedinthetender;

(c) deviationsinpaymentschedulefromthatspecifiedintheSpecialConditionsofContract;

(d) thecostofcomponents,mandatorysparepartsandservice;

(e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;

(f) theprojectedoperatingandmaintenancecostsduringthelifeoftheequipment;and

(g) theperformanceandproductivityoftheequipmentoffered.

PursuanttoITTClause23.3,oneormoreofthefollowingevaluationmethodswillbeapplied:

(a) *InlandTransportation,InsuranceandIncidentals*:

(i) Inlandtransportation,insuranceandotherincidentalsfordeliveryofgoodstothe finaldestination as stated in ITT Clause 9.2 (iii).

Theabovecostswillbeaddedtothetenderprice.

(b) *DeliverySchedule*:

(i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the timespecifiedintheScheduleofRequirements.Theestimatedtimeofarrivalofthe goodsatthe projectsiteshouldbecalculatedforeachtenderafterallowingforreasonabletransportationtime. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculatedforothertendersat2%oftheex-factorypriceincludingexcisedutyforeachmonthof delaybeyondthebaseandthiswillbeaddedtothetenderpriceforevaluation.Nocreditwillbe giventoearlierdeliveriesandtendersofferingdeliverybeyond[3]monthsofstipulated delivery periodwillbetreatedasunresponsive.

(c) *DeviationinPaymentSchedule*:

TheSpecialConditionsofContractstipulatethepaymentscheduleofferedbythePurchaser.Ifatender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender willbeevaluatedbycalculatinginterestearnedforanyearlierpaymentsinvolvedinthetermsoutlinedin

thetenderascomparedtothosestipulatedinthisinvitation,atarateof[4]percentperannum.

(d) *CostofSpareParts*:

(i) Appendix
.....
totheTechnicalSpecificationsliststheitemsandquantitiesofmajorassemblies, componentsandselecteditemsofspareparts,likelytoberequiredduringtheinitial
.....yearperiod of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

[3]Specifyaperiodwhichisnotmorethantwicethedesireddelivery period.
[4]SpecifycommercialBankrateofinterestplus2%

OR

(ii) The Purchaser will draw up a list of high usage and high value items of components and spare partsalongwithestimatedquantitiesofusageinthe initial
.....
yearperiodofoperation.Thetotal costoftheseitemsandquantitieswillbecomputedfromsparepartsunitpricessubmittedbythe Tenderer and added to the tender price.

OR

(iii).....ThePurchaserwillestimatethecostofsparepartsusageintheinitial
.....
yearperiodofoperation, basedoninformationfurnishedbyeachtendereraswellasonpastexperienceoftheP urchaseror otherPurchasersinsimilarsituations.Suchcostsshallbeaddedtothetenderpricefo revaluation.

(e) S*parePartsandAfterSalesServiceFacilitiesinIndia*:

ThecosttothePurchaserofestablishingtheminimumservicefacilitiesandpartsinventories,asoutlined elsewhereinthetenderdocuments,ifquotedseparately,shallbeaddedtothetenderprice.

(f) *OperatingandMaintenanceCosts*:

Sincetheoperatingandmaintenancecostsoftheequipmentunderprocurementforma majorpartofthe lifecyclecostoftheequipment,thesecostswillbeevaluatedasfollows:

(i) fuelcostsshallbebasedon.....kms/hoursofoperationperyearfor
.....yearsatafuelpriceof Rs...;

(ii) sparepartscostsshallbebasedon
.....
kms/hoursofoperationbasedontheguaranteedfigures providedbytheTendererinresponseto
.....
oftheTechnicalSpecificationsorbasedonpastactual figuresforsimilarequipmentalreadyinusewiththePurchaser;and

(iii) allfuturecostswillbediscountedtopresentvalueatadiscountfactorof.10percent.

(g) *PerformanceandProductivityoftheEquipment*:

(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment ofRs.willbeaddedtothetenderprice,representingthecapitalizedcostofadditionaloperatingcosts overthelifeoftheplantusingthemethodologyspecifiedintheTechnicalSpecifications;OR

(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in

TechnicalSpecificationstobeconsideredresponsive.Evaluationshallbebasedonthe costperunitof theactualproductivityofgoodsofferedinthebidandadjustmentwillbeaddedtotheten derpriceusing the methodology specified in the Technical Specifications.

24. ContactingthePurchaser

SubjecttoITTClause21,noTenderershallcontactthePurchaseronanymatterrelatingtoitstende r,fromthe time of the tender opening to the time the Contract is awarded.If the tendererwishes to bring additional informationtothenoticeofthepurchaser,itshoulddosoinwriting.

AnyeffortbyaTenderertoinfluencethePurchaserinitsdecisionsontenderevaluation,tenderco mparisonor contractawardmayresultinrejectionoftheTenderer'stender.

F. AwardofContract

25. Postqualification

Intheabsenceofprequalification,thePurchaserwilldeterminetoitssatisfactionwhethertheTendererthatis selectedashavingsubmittedthelowestevaluatedresponsivetendermeetsthecriteriaspecifiedinITTClause 11.2(b)andisqualifiedtoperformthecontractsatisfactorily.

Thedeterminationwilltakeintoaccountthe Tenderer'sfinancial,technicalandproductioncapabilities.Itwill be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer,pursuanttoITTClause11,aswellassuchotherinformationasthePurchaserdeemsnecessaryand appropriate.

An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determinationwillresultinrejectionoftheTenderer'stender,inwhicheventthePurchaserwillproceedtothe next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contractsatisfactorily.

26. AwardCriteria

Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, providedfurtherthattheTendererisdeterminedtobequalifiedtoperformtheContractsatisfactorily.

27. Purchaser'srighttovaryQuantitiesatTimeofAward

ThePurchaserreservestherightatthetimeofContractawardtoincreaseordecreasebyupto25percentofthe quantityofgoodsandservicesoriginallyspecifiedintheScheduleofRequirementswithoutanychangeinunit price or other terms and conditions.

28. Purchaser'sRighttoAcceptAnyTenderandtoRejectAnyorAllTenders

ThePurchaserreservestherighttoacceptorrejectanytender,andtoannulthetenderingprocess andrejectall tenders at any time prior to contractaward,withouttherebyincurringany liabilitytotheaffectedTendereror Tenderers.

29. NotificationofAward

Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writingbyregisteredletterorbycable/telexorfax,tobeconfirmedinwritingbyregisteredletter,thatitstender has been accepted.

Thenotificationofawardwillconstitutetheformationofthe Contract.

Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

If,afternotificationofaward,aTendererwishestoascertainthegroundsonwhichitstenderwasnotselected,it

shouldaddressit’srequesttothePurchaser.ThePurchaserwillpromptlyrespondinwritingt otheunsuccessful Tenderer.

30. SigningofContract

At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send theTenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

Within 21 days of receipt of the Contract Form,the successful Tenderer shall sign and date the Contractand return it to the Purchaser.

31. PerformanceSecurity

Within21daysofthereceiptofnotificationofawardfromthe Purchaser,thesuccessfulTenderers hallfurnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form providedinthetenderdocumentsorinanotherformacceptabletothePurchaser.

FailureofthesuccessfulTenderertocomplywiththerequirementofITTClause30.2orITTClause 31.1shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in whicheventthePurchasermaymaketheawardtothenextlowestevaluatedTenderer orcallf ornewtenders.

32 CorruptorFraudulentPractices

TheGovernmentrequiresthatTenderers/Suppliers/ Contractorsobservethehigheststandardofethicsduring theprocurementandexecutionofGovernmentfinancedcontracts.Inpursuanceofthispolic y,theGovernment :

(a) defines,forthepurposesofthisprovision,thetermssetforthasfollows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influencetheactionofapublicofficialintheprocurementprocessorincontractexe cution;and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement processortheexecutionofacontracttothedetrimentoftheGovernment,andinclu descollusive practiceamongTenderers(priortooraftertendersubmission)designedtoestabli shtenderprices atartificialnon-competitivelevelsandtodeprivetheGovernmentofthebenefitsoffreeandopen competition;

(b) willrejectaproposalforawardifitdeterminesthattheTenderer recommendedforawa rdhasengaged incorruptorfraudulentpracticesincompetingforthecontractinquestion;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financedcontract if it at any time determines that the firm has engaged in corrupt or fraudulentpracticesincompetingfor,orinexecuting,aGovernment-financedcontract.

Furthermore,Tenderersshallbeawareoftheprovisionstatedinsub-clause4.4andsub-clause23.1ofthe General Conditions of Contract.

SECTIONIII:GENERALCONDITIONSOFCONTRACT
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SECTIONIII–GENERALCONDITIONSOFCONTRACT

GeneralConditionsofContract

1. Definitions

InthisContract,thefollowingtermsshallbeinterpretedasindicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) "TheGoods"meansalltheequipment,machinery,and/ orothermaterialswhichtheSupplierisrequiredto supply to the Purchaser under the Contract;

(d) "Services" means services ancillary to the supply of the Goods,suchastransportationandinsurance,and anyotherincidentalservices,suchasinstallation,commissioning,provisionoftechnicalas sistance,training andotherobligationsoftheSuppliercoveredundertheContract;

(e) “GCC”meanstheGeneralConditionsofContractcontainedinthissection.

(f) “SCC”meanstheSpecialConditionsofContract.

(g) “ThePurchaser”meanstheorganizationpurchasingtheGoods,asnamedinSCC.

(h) “ThePurchaser’scountry”isthecountrynamedinSCC.

(i) “TheSupplier”meanstheindividualorfirmsupplyingtheGoodsandServicesunderthisContr act.

(j) “TheGovernment”meanstheGovernmentofKarnatakaState.

(k) “TheProjectSite”,whereapplicable,meanstheplaceorplacesnamedinSCC.

(l) “Day”meanscalendarday.

2. Application

TheseGeneralConditionsshallapplytotheextentthattheyarenotsuperseded byprovisionsinoth erpartsofthe Contract.

3. Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods'countryoforiginandsuchstandardsshallbethelatestissuedbytheconcernedinstitut ion.

4. UseofContractDocumentsandInformation;InspectionandAuditbytheGovernment

The Supplier shall not, without the Purchaser's prior written consent, disclose the

Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaserinconnectiontherewith,toanypersonotherthanapersonemployedbytheSupplier inperformanceof theContract.Disclosuretoanysuchemployedpersonshallbemadeinconfidenceandshallextendonlysofar as may be necessary for purposes of such performance.

TheSuppliershallnot,withoutthePurchaser'spriorwrittenconsent,makeuseofanydocumentor information enumeratedinGCCClause4.1exceptforpurposesofperformingtheContract.

Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

The supplier shall permit the Government to inspect the Supplier’s accounts and records relating to the performanceoftheSupplierandtohavethemauditedbyauditorsappointedbytheGovernment,ifsorequired by the Government.

5. PatentRights

TheSuppliershallindemnifythePurchaseragainstallthird-partyclaimsofinfringementofpatent,trademarkor industrialdesignrightsarisingfromuseoftheGoodsoranypartthereofinIndia.

6. PerformanceSecurity

Within 21 days of receipt of thenotificationofcontractaward,theSuppliershallfurnishPerformanceSecurityto the Purchaser for an amount of 5% of the Contract Value, valid up to 60 days after the date of completion of performance obligations including Warranty obligations. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected/replaced material shall be extendedtoafurtherperiodof12monthsandthePerformanceBankGuaranteeforproportionatevalueshallbe extended60daysoverandabovetheinitialWarrantyperiod.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resultingfromtheSupplier'sfailuretocompleteitsobligationsundertheContract.

ThePerformanceSecurityshallbedenominatedinIndianRupeesandshallbeinoneofthefollowingforms:

(a) A Bank guarantee or irrevocable Letter of Credit, issued by a Nationalized/Scheduled bank in the form providedinthetenderdocumentsoranotherformacceptabletothePurchaser;or

(b) A cashier'scheckorBanker’scertifiedcheck,orcrosseddemanddraftorpayorderdrawninfavourofthe Purchaser.;or

(c) SpecifiedsmallsavingsinstrumentspledgedtothePurchaser.

ThePerformanceSecuritywillbedischargedbythePurchaserandreturnedtotheSuppliernotlaterthan60days followingthedateofcompletionoftheSupplier'sperformanceobligations,includinganyWarrantyobligations, under the Contract.

Intheeventofanycontractamendment,theSuppliershall,within20daysofreceiptofsuchamendment,furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amendedfor60daysafterthecompletionofperformanceobligationsincludingWarrantyobligations.

7. InspectionsandTests

The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformitytotheContractspecificationsatnoextracosttothePurchaser.SCCandtheTechnicalSpecifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted.The PurchasershallnotifytheSupplierinwritinginatimelymanneroftheidentityofanyrepresentativesretained for these purposes.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s),allreasonablefacilitiesandassistance,includingaccesstodrawingsandproductiondata-shall befurnishedto theinspectorsatnochargeto thePurchaser.

ShouldanyinspectedortestedGoodsfailtoconformtothespecifications,thePurchasermayreject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived byreason of the Goods having previouslybeen inspected, tested and passedbythePurchaseroritsrepresentativepriortotheGoodsshipment.

NothinginGCCClause7shallinanywayreleasetheSupplierfromanywarrantyorotherobligation sunderthis Contract.

ManualsandDrawings

Before the goods and equipment are taken over bythe Purchaser, the Supplier shallsupplyoperation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

The manuals and drawings shall be in the ruling language (English) and in such form and numbersas stated in the contract.

Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

8. Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration duringtransittotheirfinaldestinationasindicatedintheContract.Thepackingshallbesufficienttowithstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation duringtransitandopenstorage.Packingcasesizeandweightsshalltakeintoconsideration, whereappropriate, theremotenessoftheGoods'finaldestinationandtheabsenceofheavyhandlingfacilitiesatallpointsintransit.

Thepacking,markinganddocumentationwithinandoutsidethepackagesshallcomplystrictlywithsuchspecial requirementsasshallbeprovidedforintheContractincludingadditionalrequirements,ifany,specifiedinSCC andin anysubsequentinstructionsorderedbythePurchaser.

PackingInstructions:TheSupplierwillberequiredtomakeseparatepackagesforeachConsignee.EachPackage willbemarkedonthreesideswithproperpaint/indelibleinkthefollowing:

i)Project,ii)ContractNo.,iii)SuppliersName,andiv)PackingListReferencenumber.

9. DeliveryandDocuments

DeliveryoftheGoodsshallbemadebytheSupplierinaccordancewiththetermsspecifiedbythePurchaserin the Notification of Award.The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10. Insurance

TheGoodssuppliedundertheContractshallbefullyinsuredinIndianRupeesagainstlossordamageincidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse”(finaldestinations)on“AllRisks”basisincludingWarrisksandStrikes.

11. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination withinIndiadefinedasProjectsite,transporttosuchplaceofdestinationinIndiaincludinginsurance,asshallbe

specified in the Contract, shall be arranged by the

Supplier,andtherelatedcostshallbeincludedinthe ContractPrice

12. IncidentalServices

Thesuppliermayberequiredtoprovideanyorallofthefollowingservices,includingadditionalservices,ifany, specified in SCC:

(a) performanceorsupervisionoftheon-siteassemblyand/orstart-upofthesuppliedGoods;

(b) furnishingoftoolsrequiredforassemblyand/ormaintenanceofthesuppliedGoods;

(c) furnishingofdetailedoperationsandmaintenancemanualforeachappropriateunitofsuppliedGoods;

(d) performanceorsupervisionormaintenanceand/ orrepairofthesuppliedGoods,foraperiodoftimeagreed bytheparties,providedthatthisserviceshallnotrelievetheSupplierofanywarrantyobligationsunderthis Contract;and

(e) trainingofthePurchaser'spersonnel,attheSupplier'splantand/oron-site,inassembly,start-up,operation, maintenance and/or repair of the supplied Goods.

PriceschargedbytheSupplierforincidentalservices,ifnotincludedintheContractPricefortheGoods,shall beagreeduponinadvancebythepartiesandshallnotexceedtheprevailingrateschargedtootherpartiesbythe Supplier for similar services.

13. SpareParts

As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications,andinformationpertainingtosparepartsmanufacturedordistributedbytheSupplier:

(a) suchsparepartsasthePurchasermayelecttopurchasefromtheSupplier,providingthatthiselectionshall notrelievetheSupplierofanywarrantyobligationsundertheContract;and

(b) Intheeventofterminationofproductionofthespareparts:

(i) advancenotificationtothePurchaserofthependingtermination,insufficienttimetopermit the Purchaser to procure needed requirements; and

(ii) followingsuchtermination,furnishingatnocosttothePurchaser,theblue prints, drawingsandspecificationsofthespareparts,if requested.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possiblebutinanycasewithin3monthsofplacementoforder.

14. Warranty

TheSupplierwarrantsthattheGoodssuppliedunderthisContractarenew,unused,ofthemostrecentorcurrent modelsandthattheyincorporateallrecentimprovementsindesignandmaterialsunlessprovidedotherwisein the Contract.The Supplier further warrants that all Goods supplied

under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser'sSpecifications)orfromanyactoromissionoftheSupplier,thatmaydevelopunder normaluseofthe suppliedGoodsintheconditionsprevailinginthecountryoffinaldestination.

Thiswarrantyshallremainvalidfor.....[5]hoursofoperationor12monthsaftertheGoodsoranyportion thereof asthecasemaybe,havebeendeliveredtoandacceptedatthefinaldestinationindicatedinthe Contract,orfor 15monthsafterthedateofshipmentfromtheplaceofloadingwhicheverperiodconcludesearlier.TheSupplier shall,inaddition,complywiththeperformanceand/orconsumptionguaranteesspecifiedundertheContract.If

[5]Specifyappropriatefiguredependingonthetypeof equipment.

forreasonsattributabletotheSupplier,these

guaranteesarenotattainedinwholeorinpart,the Supplier shall at its discretion either:

(a) makesuchchanges,modifications,and/ oradditionstotheGoodsoranyparttthereofasmaybenecessaryin ordertoattainthecontractualguaranteesspecifiedintheContractatitsowncostandexpenseandtocarry outfurtherperformancetestsinaccordancewithSCCClause2;OR

(b) payliquidateddamagestothePurchaserwithrespecttothefailuretomeetthecontractual guarantees.The rateoftheseliquidateddamagesshallbeasspecifiedintheTechnicalSpecifications.[6]

ThePurchasershallpromptlynotifytheSupplierinwritingofanyclaimsarisingunderthiswarranty.

Upon receipt of such notice, the Supplier shall, within the period of …… [7]days and with all reasonable speed, repairorreplacethedefectiveGoodsorpartsthereof,freeofcostattheultimatedestination.TheSuppliershall take over the replaced parts/goods at the time of their replacement. No claim whatsoever, shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period of 12 months.

IftheSupplier,havingbeennotified,failstoremedythedefect(s)within….[8]days,thePurchasermayproceedto takesuchremedialactionasmaybenecessary,attheSupplier'sriskandexpenseandwithoutprejudicetoany otherrightswhichthePurchasermayhaveagainsttheSupplierundertheContract.

15. Payment

The method and conditions of payment to be made to the Supplier under this Contractshall be specifiedinthe SCC.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuanttoGCCClause9,anduponfulfillmentofotherobligationsstipulatedinthecontract.

PaymentsshallbemadepromptlybythePurchaserbutinnocaselaterthansixty(60)daysaftersubmissionof the invoice or claim by the Supplier.

PaymentshallbemadeinIndianRupees.

16. Prices

Pricespayabletothesupplierasstatedinthecontractshallbefirmduringtheperformanceofthecontract.

17. ChangeOrders

ThePurchasermayatanytime,bywrittenordergiventotheSupplierpursuanttoGCCClause31,makechanges withinthegeneralscopeoftheContractinanyoneormoreofthefollowing:

(a) drawings,designs,orspecifications,whereGoodstobefurnishedundertheContractaretobespecifically manufactured for the Purchaser;

(b) themethodofshippingorpacking;

(c) theplaceofdelivery;and/or

(d) theServicestobeprovidedbytheSupplier.

---

[6] Therateshallbehigherthantheadjustmentrateusedinthebidevaluationunder ITT Clause 23.4(f) or (g)

[7] Specifyanappropriatefigurekeepinginviewthetypeof equipment.

[8] Specifyanappropriatefigurekeepinginviewthetypeof equipment.

If any such change causes an increase or decreasein the cost of, or the time required for, the Supplier's performanceofanyprovisionsundertheContract,anequitableadjustmentshallbemadeintheContractPriceor delivery schedule, or both, and the Contract shall accordingly be amended.Any claims by the Supplier for adjustmentunderthisclausemustbeassertedwithinthirty(30)daysfromthedateoftheSupplier'sreceiptofthe Purchaser's change order.

18. ContractAmendments

SubjecttoGCCClause17,novariationinormodificationofthetermsoftheContractshallbemadeexceptby written amendment signed by the parties.

19. Assignment

TheSuppliershallnotassign,inwholeorinpart,itsobligationstoperformundertheContract,exceptwiththe Purchaser's prior written consent.

20. Subcontracts

TheSuppliershallnotifythePurchaserinwritingofallsubcontractsawardedunderthisContractifnotalready specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier fromany liabilityorobligationundertheContract.Subcontractsshallbeonlyforboughtoutitemsandsub-assemblies.

SubcontractsmustcomplywiththeprovisionsofGCCClause2.

21. DelaysintheSupplier'sPerformance

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the timeschedulespecifiedbythePurchaserintheScheduleofRequirements.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notifythePurchaserinwritingofthefactofthedelay,itslikelydurationanditscause(s).Assoonaspracticable afterreceiptoftheSupplier’snotice,thePurchasershallevaluatethesituationandmay,atitsdiscretion,extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

ExceptasprovidedunderGCCClause24,adelaybytheSupplierintheperformanceofitsdeliveryobligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extensionoftimeisagreeduponpursuanttoGCCClause21.2withouttheapplicationofliquidateddamages.

22. LiquidatedDamages

Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services withintheperiod(s)specifiedintheContract,thePurchasershall,withoutprejudicetoitsotherremediesunder theContract,deductfromtheContractPrice,asliquidateddamages,asumequivalentto0.5 %ofthedelivered priceofthedelayedGoodsorunperformedServicesforeachweekorpartthereofofdelayuntil actualdelivery

orperformance,uptoamaximumdeductionof10%oftheContractPrice..Oncethemaximum isreached,the PurchasermayconsiderterminationoftheContractpursuanttoGCCClause23.

23. TerminationforDefault

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, orwithinanyextensionthereofgrantedbythePurchaserpursuanttoGCCClause21;or

(b) iftheSupplierfailstoperformanyotherobligation(s)undertheContract.

(c) IftheSupplier,inthejudgementofthePurchaserhasengagedincorruptorfraudulentpra cticesin competing for or in executing the Contract.

ForthepurposeofthisClause:

"Corruptpractice"meanstheoffering,giving,receivingorsolicitingofanythingofvaluet oinfluencethe actionofapublicofficialintheprocurementprocessorincontractexecution.

"fraudulentpractice"meansamisrepresentationoffactsinordertoinfluenceaprocure mentprocessorthe execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (priortoorafterbidsubmission)designedtoestablishbidpricesatartificialnon-competitivelevelsandto deprive the Borrower of the benefits of free and open competition.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchasermayprocure,uponsuchtermsandinsuchmannerasitdeemsappropriate,Goodso rServicessimilar tothoseundelivered,andtheSuppliershallbeliabletothePurchaserforanyexcesscostsfors uchsimilarGoods orServices.However,theSuppliershallcontinuetheperformanceoftheContracttotheexte ntnotterminated.

24. ForceMajeure

Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involvingtheSupplier'sfaultornegligenceandnotforeseeable.Sucheventsmayinclude,but arenotlimitedto, actsofthePurchasereitherinitssovereignorcontractualcapacity,warsorrevolutions,fires, floods,epidemics, quarantine restrictions and freight embargoes.

IfaForceMajeuresituationarises,theSuppliershallpromptlynotifythePurchaserinwritingofsu chconditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternativemeansforperformancenotpreventedbytheForceMajeureevent.

25. TerminationforInsolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomesbankruptorotherwiseinsolvent.Inthisevent,terminationwillbewithoutcompensat iontotheSupplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

26. TerminationforConvenience

ThePurchaser,bywrittennoticesenttotheSupplier,mayterminatetheContract,inwholeorinpar t,atanytime foritsconvenience.Thenoticeofterminationshallspecifythatterminationisforthe Purchase

r'sconvenience,
theextenttowhichperformanceoftheSupplierundertheContractisterminated,andthedateuponwhichsuch termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.For the remaining Goods, the Purchaser may elect:

(a) tohaveanyportioncompletedanddeliveredattheContracttermsandprices;and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previouslyprocured bythe Supplier.

27. SettlementofDisputes

The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreementordisputearisingbetweenthemunderorinconnectionwiththeContract.

If,afterthirty(30)days,thepartieshavefailedtoresolvetheirdisputeordifferencebysuchmutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration,ashereinafterprovided,astothematterindispute,andnoarbitrationinrespecto fthismattermaybe commenced unless such notice is given.

Anydisputeordifferenceinrespectofwhichanoticeofintentiontocommencearbitra tionhasbeen giveninaccordancewiththisClauseshallbefinallysettledbyarbitration.Arbitrati onmaybe commencedpriortoorafterdeliveryoftheGoodsundertheContract.

Arbitrationproceedingsshallbeconductedinaccordancewiththerulesofprocedure specifiedinthe SCC.

Notwithstandinganyreferencetoarbitration herein,

(a) thepartiesshallcontinueto performtheirrespectiveobligationsundertheContractunlessthey otherwise agree; and

(b) thePurchasershallpaytheSupplieranymoniesduetheSupplier.

28. LimitationofLiability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause5,

(a) theSuppliershallnotbeliabletothePurchaser,whetherincontract,tort,orotherwise,for anyindirector consequentiallossordamage,lossofuse,lossofproduction,orlossofprofitsorinterestcosts ,providedthat thisexclusionshallnotapplytoanyobligationoftheSuppliertopayliquidateddamagestot hePurchaser; and

(b) theaggregateliabilityoftheSuppliertothePurchaser,whetherundertheContract,intor torotherwise, shallnotexceedthetotalContractPrice,providedthatthislimitationshallnotapplytothec ostofrepairing or replacing defective equipment.

29. GoverningLanguage

The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract whichareexchangedbythepartiesshallbewritteninthesamelanguage.

30. ApplicableLaw

TheContractshallbeinterpretedinaccordancewiththelawsoftheUnionofIndia.

31. Notices

Anynoticegivenbyonepartytotheotherpursuanttothis Contractshallbesenttootherpartyinwrit ingorby cable,telexorfacsimileandconfirmedinwritingtotheotherParty’saddressspecifiedinSCC.

Anoticeshallbeeffectivewhendeliveredoronthenotice'seffectivedate,whicheverislater.

32. TaxesandDuties

Supplierssshallbeentirelyresponsibleforalltaxes,duties,licensefees,octroi,roadpermits,etc.,i ncurreduntil delivery of the contracted Goods to the Purchaser.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

TABLEOF CLAUSES

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SECTIONIV:SPECIALCONDITIONSOFCONTRACT

SpecialConditionsofContract

ThefollowingSpecialConditionsofContractshallsupplementtheGeneralConditionsofContract.Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.The correspondingclausenumberoftheGeneralConditionsisindicatedinparentheses.

1. **Definitions(GCCClause1)**

(a) ThePurchaseris.....

(b) TheSupplieris.....

2. **InspectionandTests(GCCClause7)**[9]

Thefollowinginspectionproceduresandtestsarerequiredbythe Purchaser:

_____
_____
_____
_____

3. **DeliveryandDocuments(GCCClause9)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, descriptionofgoods,quantity,nameoftheconsigneeetc.Thesuppliershallmailthefollowingdocumentsto the purchaser with a copy to the insurance company:

(i) .Four[10]CopiesoftheSupplierinvoiceshowingcontractnumber,goods'description,quantity,unitprice, totalamount;

(ii) Railwayreceipt/acknowledgmentofreceiptofgoodsfromtheconsignee(s);

(iii) Four[11]Copiesofpackinglistidentifyingthecontentsofeachpackage;

(iv) InsuranceCertificate;

(v) Manufacturer's/Supplier'swarrantycertificate;

(vi) InspectionCertificateissuedbythenominatedinspectionagency,andtheSupplier'sfactoryinspection report;and

TheabovedocumentsshallbereceivedbythePurchaserbeforearrivaloftheGoods(exceptwheretheGoods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

4. **IncidentalServices(GCCClause12)**

ThefollowingservicescoveredunderClause12shallbefurnishedandthecostshallbeincludedinthecontract price:

_____
_____
_____

[9] Ifthirdpartyinspectionisproposed,givedetailshere.

[10]Modifyifneed be.
[11]Modifyifneed be.

5. **Payment(GCCClause15)**

(i) *OnDelivery*:Eightypercentofthecontractprice

shallbepaidonreceiptofGoodsandupon submissionofthedocumentsspecifiedinSCCClause3above;and

(ii) *On Final Acceptance*: the remaining twenty percent of the Contract Price shall be paid to the supplier within30daysafterthedateoftheacceptancecertificateissuedbythePurchaser'sre presentativefor the respective delivery

Note:(i)

WherepaymentsaretobeeffectedthroughLetterofCredit(LC),thesameshallbesubje cttothelatest UniformCustomsandPracticeforDocumentaryCredit,oftheInternationalChambero fCommerce;

(ii) TheLCwillbeconfirmedatSupplier'scostifrequestedspecificallybytheSupplier;

(iii) If LC is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

6. **SettlementofDisputes(Clause27)**

Thedisputesettlementmechanismtobeappliedpursuanttoclause27.2.2shallbeasfollows :

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shallbeappointedbyagreementbetweentheparties;failingsuchagreement,bytheapp ointingauthority namely the [12]Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

(b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedingsandthatofalldocumentsandcommunicationsbetweenthepartiesshallb eEnglish.

(c) Thedecisionoftheofarbitratorsshallbefinalandbindinguponbothparties.Thecostan dexpensesof Arbitrationproceedingswillbepaidasdeterminedbytheclause.However,theexp ensesincurred byeachpartyinconnectionwiththepreparation,presentationetc.ofitsproceedingssh allbeborneby each party itself.

7. **Notices(Clause31)**

Forthepurposeofallnotices,thefollowingshallbetheaddressofthePurchasera

ndSupplier. Purchaser: .....
.....
.....
.....

Supplier:(TobefilledinatthetimeofContractsignature)
.....
.....
.....
.....

[12]Deletewhicheverisnot desired.

8. **ProgressofSupply:**
Suppliershallregularlyintimateprogressofsupply,inwriting,tothePurchaserasunder[13]:

- Quantityofferedforinspectionanddate;
- Quantityaccepted/rejectedbyinspectingagencyanddate;
- Quantitydespatched/deliveredtoconsigneesanddate;
- Quantitywhereincidentalserviceshavebeensatisfactorilycompletedwithdate;
- Quantitywhererectification/repair/replacementeffected/ completedonreceiptofanycommunication from consignee/Purchaser with date;
- DateofcompletionofentireContractincludingincidentalservices,ifany;and
- DateofreceiptofentirepaymentsundertheContract

(incaseofstage-wiseinspection,detailsrequiredmayalsobespecified).

9. **Righttousedefectiveequipment:**

Ifafterdelivery,acceptanceandinstallationandwithintheguaranteeandwarrantyperiod,theoperationoruse of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacementismadewithoutinterferingwiththePurchaser'soperation.

10. **SupplierIntegrity:**

Thesupplierisresponsibleforandobligedtoconductallcontractedactivitiesinaccordancewiththe Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

11. **Supplier'sObligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directivesissuedbythePurchaserandimplementationactivities.
The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demandsorresponsibilitiesarisingfromaccidentsorlossoflifethecauseofwhichistheSupplier'snegligence.
TheSupplierwillpayallindemnitiesarisingfromsuchincidentsandwillnotholdthePurchaserresponsibleor obligated.
The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.
TheSupplierwilltreatasconfidentialalldataandinformationaboutthePurchaser,obtainedinthe execution of hisresponsibilities,instrictconfidenceandwillnotrevealsuchinformationtoanyotherparty withoutthe prior written approval of the Purchaser.

12. **PatentRights:**

Intheeventofanyclaimassertedbyathirdpartyofinfringementofcopyright,patent,trademarkorindustrial designrightsarisingfromtheuseoftheGoodsoranyparttheofinthePurchaser'scountry,thesuppliershall actexpeditiouslytoextinguishsuchclaim.Ifthesupplierfailstocomplyandthe Purchaserisrequiredtopay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees.The Purchaser will give notice to the supplier of such claim, if it is

made, without delay.

[13] Delete which ever is not applicable.

SECTION V: SCHEDULE OF REQUIREMENTS

(Tobeinsertedin theTenderDocumentsbythePurchaser,asapplicable.TheScheduleshouldcover,ata minimum, the required items, quantities, services, delivery period(s) and earnest money deposit (EMD).)

Part - I

Serial Number	Brief Description	Unit	Quantity	Delivery Schedule	EMD in Rupees
ScheduleI				Deliveryin _____ weeks/ months from _____* at destination (project site)	
ScheduleII					

Part – II (Incidental Services) **

* The Purchaser must specify here the date from which the date of delivery schedule will start.That date should be either the date of contractaward, or the dateof contractsignature, of the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate.The Tender Form should include only a cross reference to this Schedule.

** SpecifytherequiredIncidental Services

SECTION VI-TECHNICAL SPECIFICATIONS

*[Notes:**

1. *Text of Technical specifications to be insertedin the Tender Documents by the Purchaser, as applicable*

2. *The Specifications should be drafted to permit the widest possible competition and, at the same time, presentaclearstatementoftherequiredstandardsofworkmanship,materials,andperformancesofthe goods to be procured. Only if this is done will the objectives of economy, efficiency and fairness in procurement is realized, responsiveness of tenders be ensured, and the subsequent task of tender evaluation facilitated.*

3. *WhereeverthegoodsarecoveredbyBureauofIndianStandards,thereferencestotheStandardsshould be given.*

4. *Reference to brand name and catalogue number should beavoided as far as possible; Where un avoidable, they should be followed by the words "or at least equivalent"]*

*** Delete the Notes in the final document.**

SECTIONVII : QUALIFICATION CRITERIA

(Referredto in Clause11.2(b)of ITT)

1. (a) The tenderer should be a manufacturer who must have manufactured, tested and supplied the equipment(s)similartothetypespecifiedinthe'ScheduleofRequirements'uptoa tleast..... %[14]ofthequantityrequiredinanyoneofthelast3years.Theequipmentsofferedfors upply must be of the most recent series models incorporating the latest improvements in design.The models should have been released on or after .....[15] and be in satisfactory operation for ..... [16]monthsasondateoftender opening.

(b) Tendersoftenderersquotingasauthorizedrepresentativeofamanufacturer,m eetingwiththe above requirement in full, can also be considered provided :

(i) themanufacturerfurnishesauthorizationintheprescribedformatassurin gfullguarantee and warranty obligations as per GCC and SCC; and

(ii) the tenderer, as authorized representative, has supplied, installed and commissioned satisfactorily at least.....% [17]of the quantity similar to the type specified in the Schedule ofRequirementsinanyoneofthelastthreeyearswhichmustbeinsatisfactor yoperation for at least ....[18] months on the date of tender opening.

2. Thetenderershouldfurnishtheinformationonallpastsuppliesandsatisfactoryperforma nceforboth(a) and (b) above, in proforma under Section XII.

[14]Indicate thepercentage asconsidered appropriate– usuallynotlessthan 80% ofthe requirement.
[15]Indicateyearofmodelasappropriate
[16]Specifyanappropriateperiod.
[17]Indicate thepercentage asconsidered appropriate– usuallynotlessthan 30% ofthe requirement
[18]Specifyanappropriateperiod.

SECTION VIII: TENDERFORM

Date :.....

IFT No :.....

TO:(Nameand addressof purchaser)

Gentlemenand/orLadies:

HavingexaminedtheTenderDocumentsincludingAddendaNos. *[insertnumbers]*, thereceipt of whichis
hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description ofGoods and Services)*in conformity with the saidtender documents for the sumof ..... *(Total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

Weundertake,ifourtenderisaccepted,todeliverthegoodsinaccordancewiththedeliveryschedulespecifiedin the Schedule of Requirements.

Ifour tender is accepted, we will obtain the guarantee of a bank in a sumequivalentto .....percent of the Contract
Pricefor the due performanceof the Contract,in theformprescribed by the Purchaser.

Weagreeto abidebythistenderfortheTendervalidityperiod specified in Clause14.1 oftheITTand itshall remain binding upon us and may be accepted at any time before the expiration of that period.

Untilaformalcontractispreparedandexecuted,thistender,togetherwithyourwrittenacceptancethereofandyour notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictlyobserve the laws againstfraud and corruption in force in India namely“Prevention of Corruption Act 1988”.

Weunderstand that you are notbound to accept the lowestor any tender you may receive.

Weclarify/confirmthatwecomplywith theeligibilityrequirementsasperITTClause1

ofthetenderdocuments. Dated this ..... day of ..... 19 .....

_____ _____

(signature) *(inthecapacityof)*

Dulyauthorizedto signTenderfor andonbehalf of

_____

PRICE SCHEDULE

Schedule No.	Item Description	Quantity and Unit	Price for each Unit					Total Price (3x8)
			Ex-factory/Ex-warehouse/Ex-showroom/off the shelf	Excise dutyif any	Inland transportation, insurance and other local costs incidentalto delivery	Sales and other taxes payable if contract awarded	Unit Price (4+5+6+7)	
1	2	3	4	5	6	7	8	9
1	New steam boiler (100 CAPACITY steam boiler LPG operated)	2						
2	Wet grinder (TILTING 25 LTR CAPACITY stone)	2						
3	Wet grinder (Instant 25 LTR CAPACITY)	1						
4	pulvariser (masala powder 3 hp 3 phase)	1						
5	STOCK POT BURNER (30''*30''*12'') (4 ring Gilebi pattern)	1						
6	Insect killer	2						
7	Weighing scale with SS top 100 kg capacity	2						
8	Exhaust system motors(5hp&2hp)	3						
9	Steam line repair	60 mtrs						
10	Gas pipe line (LPG) (including gas bank (10 nos flexible pipe, 10nos nc wall)	60 mtrs						
11	Air curtion (4 feet long)	2						
12	RISE COOKING STEAM VESSEL(500 KG CAPACITY) Gear tilting model	2						
13	SAMBAR COOKING STEAM VESSEL(350 LTR CAPACITY)Gear tilting model	2						
14	Idli steamer with stand (480 idli capacity)	3						
15	Pressure pump	1						

Note: In case of discrepancy between unit price Total tender price in Rs (Words) .....

And total price, the unit price will prevail .....

Signature of Tenderer
.....

Nameandaddress:.....

SECTIONIX: EARNEST MONEY DEPOSIT BANK GUARANTEEFORM

Whereas.....[1] *(hereinaftercalled"theTenderer")*hassubmitteditstenderdated ..... *(dateof submission oftender)*for the supplyof ..... *(name and/or description ofthe goods)*(hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE ..... *(name of bank)*of .....(nameofcountry), havingourregistered officeat .....*(address ofbank)*(hereinaftercalled "theBank"), arebound unto .....*(nameofPurchaser)*(hereinafter called "thePurchaser") in the sumof _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.Sealed with the Common Seal of the said Bank this _____dayof _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Tenderer

   (a) withdrawsitsTenderduringtheperiodoftendervalidityspecifiedbytheTenderero ntheTender Form; or

   (b) doesnot accept the correction of errors in accordance with the ITT; or

2. IftheTenderer,havingbeennotifiedoftheacceptanceofitstenderbythePurchaserdurin gtheperiodof tender validity:

   (a) failsor refusesto executethe ContractFormif required;or

   (b) failsor refuses to furnishthe performance security, in accordancewith the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaserhavingtosubstantiateitsdemand,providedthatinitsdemandthePurchaserwillnotet hattheamount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Thisguaranteewillremaininforceuptoandincludingfortyfive(45)daysaftertheperiodoftheten dervalidity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(SignatureoftheBank)

[1] *Name of Tenderer*

SECTIONX:CONTRACTFORM

THISAGREEMENTmade the.....day of.....,20... Between. .*(Nameof purchaser)*of..... *(CountryofPurchaser)*(hereinaftercalled "thePurchaser")of theonepartand

..... *(Name ofSupplier)*of ..... *(City and Country ofSupplier)*

(hereinafter called "the Supplier") of the other part :

WHEREASthePurchaser isdesirous thatcertain Goodsand ancillaryservices viz.,.....*(Brief Description of Goods and Services)*and has accepted a tender by the Supplier for the supply of those goods and services in the sumof .....*(ContractPrice in Words and Figures)*(hereinafter called"the Contract Price").

NOWTHISAGREEMENTWITNESSETHAS FOLLOWS:

1. InthisAgreementwordsandexpressionsshallhave thesamemeaningsasarerespectivelyassignedtothem in the Conditions of Contract referred to.

2. Thefollowingdocumentsshallbedeemedto formandbereadandconstruedaspartofthisAgreement,viz.:
   (a) theTenderFormandthePriceSchedulesubmittedbythe Tenderer;
   (b) theScheduleof Requirements;
   (c) the Technical Specifications;
   (d) theGeneralConditionsofContract;
   (e) theSpecialConditionsofContract;and
   (f) thePurchaser's Notification of Award.

3. Inconsiderationofthepaymentsto bemadebythePurchaserto theSupplierashereinaftermentioned,the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and servicesandtheremedyingofdefectstherein,theContractPriceorsuchothersumasmaybecomepayable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

   Briefparticularsofthegoodsandserviceswhichshallbesupplied/ providedbytheSupplierareasunder:

SL. NO.	BRIEF DESCRIPTION OF GOODS &SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS
K/G-			Goods/Equipment/Opentender/		

TOTAL VALUE:

DELIVERY SCHEDULE:

INWITNESSwhereofthepartiesheretohavecausedthisAgreementtobeexecutedinaccordancewiththeir respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said.....(For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said.....(For the Supplier)

in the presence of:.....

SECTION XI. PERFORMANCE SECURITY BANK GUARANTEEFORM

To: _____ (Name of Purchaser)
WHEREAS.....(NameofSupplier)
hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.....
dated,..... 20.....to
supply.....(DescriptionofGoodsand Services)hereinaftercalled "the
Contract".

ANDWHEREASithasbeen stipulated byyou in thesaid ContractthattheSuppliershallfurnish you with aBank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:
THEREFOREWEherebyaffirmthatweareGuarantorsandresponsibleto you,onbehalfoftheSupplier,upto a total of……(Amount of the Guarantee in Words and Figures) and we
undertake to pay you, upon your first written demand declaring the Supplier to bein default under the Contract and without cavil or argument, any sum or sums within the limit of.....(Amount of Guarantee) as
aforesaid, withoutyour needing to prove or to show grounds or reasons for your demand or the sumspecified therein.

This guarantee is valid until the .....day of.....20.....

Signatureand Sealof Guarantors
.....
.....
.....
Date.....20....
Address:.....
.....
.....

SECTION XII

(Please see Clause 11.2 (b) ofthe Instructions to Tenders)

Proforma for Performance Statement for the last Five years

IFT No……Date of Opening…… Time……Hours

NameoftheFirm:……..

Orders placed by (Full addresso f Purchase r)	OrderN o and Date	Descripti on and Quantity of Goods ordered	Valu e of Ord er	Date of Completion of Delivery As per contract/Act ua l	Remarks indicating reasons for latedeliver y, if any	Hasthegoods/ equipment beensatisfactorily functioning.(Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7

Signatureand Sealof the Tenderer:----------

SECTIONXIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) ofInstructions to Tenderers)

No. _____ dated

To

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____ *(name and description of goods offered)* having factories at _____(*address of factory)*do hereby authorize M/s _____*(NameandaddressofAgent)*tosubmitatender,and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s _____ areauthorizedtotender,and conclude the contractfor the above goods manufactured byus, againstthis specific IFT.*(This para should be deleted in simple items where manufacturers sell the product through different stockists.)*

We herebyextend our fullguarantee and warrantyas per Clause 14 of the GeneralConditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yoursfaithfully,

(Name)

(Nameofmanufacturers)

Note:This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competentandhavingthepowerofattorneytolegallybindthemanufacturer.Itshouldbeinclud edbythe Tenderer in its tender.

*

Modifythisformatsuitablyincasewheremanufacturer’swarrantyandguaranteearenota pplicableforthe items for which bids are invited.

SECTIONXIV-

PROFORMAFOREQUIPMENTANDQUALITYCONTROLEMPLOYEDBYTHEMANUFACTURER

IFTNO. ..... DATE OF OPENING :

..... NAME OF THE

TENDERER : .....

.....

(Note:Alldetailsshouldrelatetothemanufacturerfortheitemsofferedforsupply)

1. Name&fulladdressofthe Manufacturer

2. (a) Telephone&Fax No Office/Factory/Works

(b) Telex No. Office/Factory/Works

(c) Telegraphicaddress:

3. Locationofthemanufacturing factory.

4. DetailsofIndustrialLicense,whereverrequiredasperstatutory regulations.

5. DetailsofimportantPlant&Machineryfunctioningineachdept. (Monographs&descriptionpamphlets be supplied if available).

6. Detailsoftheprocessofmanufactureinthefactory.

7. Details&stocksofrawmaterialsheld.

8. Productioncapacityofitem(s)quotedfor,withtheexistingPlant&Machinery

Normal
Maximum

9. Detailsofarrangement forqualitycontrolof productssuch aslaboratory, testingequipment etc.

10. Detailsofstaff:

Detailsof technical supervisory staff in charge of production & quality control.

Skilled labour employed.

Unskilled labour employed.

MaximumNo.ofworkers(skilled&unskilled)employedonanydayduringthe18months preceding the date of Tender.

11. WhetherGoodsaretestedto anystandardspecification? Ifso,copiesoforiginaltestcertificatesshouldbe submitted in triplicate.

12. IstheManufacturerregisteredwith theDirectorateGeneralofSuppliesandDisposals,NewDelhi110001, India?If so, furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.

.....
.....

Signatureandsealofthe
Manufacturer